

BEFORE THE
ILLINOIS COMMERCE COMMISSION

IN THE MATTER OF:

VERIZON NORTH INC., VERIZON SOUTH INC.)

And EGIX NETWORK SERVICES, INC.

No. 03-0405

Joint Petition of Verizon North Inc.)

Verizon South Inc., and Egix Network)

Services, Inc., Regarding Adoption of)

an Interconnection Agreement.)

Chicago, Illinois

July 7, 2003

Met pursuant to notice at 10:00 a.m.

BEFORE :

MR. JOHN RILEY, Administrative Law Judge.

APPEARANCES:

MS. BONNIE K. ARTHUR,

1900 K Street, NW

Washington, D.C., 20006

appeared for Verizon North and

Verizon South, telephonically;

MR. JAMES WEGING,

160 North LaSalle Street,

Chicago, Illinois 60601,

appeared for Commission Staff.

SULLIVAN REPORTING COMPANY, by

Teresann B. Giorgi, CSR

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3	<u>WITNESSES :</u>	<u>DIRECT</u>	<u>CROSS</u>	<u>BY</u>	<u>EXAMINER</u>		
4	NONE						
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9			<u>EXHIBITS</u>				
10	<u>STAFF'S</u>	<u>FOR IDENTIFICATION</u>		<u>IN EVIDENCE</u>			
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1 JUDGE RILEY: Pursuant to the direction of the
2 Illinois Commerce Commission, I now call
3 Docket 03-0405. This is a Joint Petition between
4 Verizon North Incorporated, Verizon South
5 Incorporated and Egix, E-g-i-x Network Services
6 Incorporated, regarding adoption of an
7 Interconnection Agreement.

8 Counsel for Staff, will you enter an
9 appearance for the record, please?

10 MR. WEGING: James Wewing, W-e-g-i-n-g, 160
11 North LaSalle Street, Suite C-800, Chicago, Illinois
12 60601, 312-793-2877, appearing on behalf of the
13 Commission Staff.

14 JUDGE RILEY: And Ms. Arthur, for Verizon?

15 MS. ARTHUR: Bonnie Arthur, A-r-t-h-u-r, I'm
16 with Hunter & Williams. My address is 1900 K Street
17 NW, Washington, D.C. 20006, phone number
18 202-419-2063. I request leave to appear. I'm a
19 member in good standing of the bars of
20 Washington, D.C. and Maryland.

21 JUDGE RILEY: And is there any objection from
22 Staff?

1 MR. WEGING: No, objection.

2 JUDGE RILEY: Then, Counsel is granted leave to
3 appear.

4 And let the record also reflect that
5 notice of this proceeding was also sent to ISG
6 Telecom Consultants and, specifically, Joseph Isaacs
7 of Egix Network Services at the Applicant's address
8 in Palm Harbor, Florida. And Mr. Isaacs, I have
9 been told, was also advised of the call-in number
10 this morning. It is now, approximately, 10:15
11 central time. We are 15 minutes past the actual
12 starting point for this hearing. Mr. Isaacs has not
13 contacted the call-in number and we are going to
14 proceed with the view that he has chosen not to
15 appear in this matter.

16 That being the case, then, I will turn
17 to Staff and ask Staff whether or not a verified
18 statement was filed in this docket?

19 MR. WEGING: Yes. Staff has filed and served
20 the Verified Statement of A. Olusanjo Omoniyi.
21 Mr. Omoniyi recommends approval of the underlying
22 agreement, finding nothing discriminatory and

1 nothing against the public interest. It's subject
2 to the following conditions that after approval that
3 Verizon amend its -- the Verizons, I should say,
4 amend their tariffs to indicate the existence of the
5 Agreement. And that Verizons file a verified
6 statement with the Clerk's Office. It has a
7 slightly different wording than the usual one, which
8 the wording would be that the Agreement approved in
9 this Docket is the Agreement attached to the Joint
10 Petition without Verizons' adoption letter, with the
11 usual time limits.

12 I -- just for the record, since this
13 is only the second time this has come up. We used
14 to require Verizon to refile the entire Agreement
15 without that letter. However, it has come to our
16 attention that we no longer actually connect the
17 Agreements to the web site. Instead, what's being
18 connected is the post-approval verified statement.
19 Therefore, it would be sufficient for them just to
20 mention in the statement, rather than have them
21 refile the entire Agreement, since that's just
22 unnecessary work at this point.

1 JUDGE RILEY: Okay. Give me a quick explanation
2 of what is the adoption letter itself? What is it
3 adopting?

4 MR. WEGING: It's not. Attached to the Joint --
5 it's what Verizon currently calls the letter. It
6 used to be just called the letter and whatnot. It's
7 attached to the Joint Petition. It is a letter they
8 send to the CLEC when the CLEC requests to adopt an
9 agreement under 252I. While it states a lot of
10 legal conclusions and Verizon's positions and
11 whatnot, the thing is it's always been admitted.
12 The letter, itself, is not part of the Agreement
13 between the parties. The CLEC never agrees to it.
14 And given that -- they're actually adopting someone
15 else's agreement. I guess that makes a lot of
16 sense.

17 JUDGE RILEY: Okay.

18 MR. WEGING: So, it's really not part of the
19 Agreement, but it's attached to the Joint Petition
20 and . . .

21 JUDGE RILEY: Okay.

22 MS. ARTHUR: If I may.

1 JUDGE RILEY: Yes, surely.

2 MS. ARTHUR: I would just like to clarify. The
3 letter also sets forth understanding between the
4 parties that they are adopting that agree- -- in
5 this case a California Agreement, that it's only to
6 be adopted for purposes of service within Illinois.
7 It also, you know, sets forth normal contractual
8 provisions, such as a notice provision of where --
9 you know, who to contact within Verizon in Illinois.
10 Who to contact at the CLEC, in this case Egix. Who
11 to contact if there's a problem within the contract.
12 Certainly, those things aren't in the adopted
13 contract. It will have an effective date -- I'm
14 just looking through one now. You know, it
15 represents that they're both certified providers of
16 service in Illinois, and that kind of thing.

17 Just to clarify that it doesn't so
18 much set forth a legal position as it does set forth
19 notice provision, that kind of thing that would
20 normally be in a contract between two parties. And
21 granted the CLEC is adopting another Interconnection
22 Agreement with a new party in a new state, there are

1 certain things like notice, that it behooves both
2 companies to have, at least, a written agreement on.

3 JUDGE RILEY: All right.

4 MR. WEGING: Just for the record, the letter
5 over time -- over the last three years, has changed
6 a great deal. And it, actually, has less legal
7 conclusions than it used to, as issues got resolved
8 one way or another or whatever.

9 But the basic issue for these cases,
10 whether or not it's actually part of the Agreement
11 or not. As long as it's not, it really shouldn't be
12 considered approved as part of the Agreement.

13 JUDGE RILEY: All right. And you had something
14 additional?

15 MR. WEGING: Oh, yes.

16 Therefore, I will move for the
17 admission into the record, the Verified Statement of
18 A. Olusanjo Omoniyi as found on the Commission
19 e-docket, as Staff Exhibit 1.

20 I note for the record it was filed
21 July 3rd at 9:42 a.m. and bears tracking No. 37205.

22 JUDGE RILEY: Thank you.

1 And Ms. Arthur, do you have any
2 objection to the admission of Staff Exhibit 1 into
3 evidence?

4 MS. ARTHUR: No, your Honor.

5 JUDGE RILEY: Then, Staff Exhibit 1 is admitted
6 into evidence.

7 (Whereupon, Staff's Exhibit
8 No. 1 was received into
9 evidence.)

10 JUDGE RILEY: Did Staff have anything further?

11 MR. WEGING: Nothing further.

12 JUDGE RILEY: Did Verizon have anything further?

13 MS. ARTHUR: Nothing further.

14 JUDGE RILEY: Okay. Then, I thank the parties
15 for their participation. And I will direct the
16 Court Reporter to mark this matter heard and taken.

17 Good morning.

18 HEARD AND TAKEN

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